

OFFICIAL FILE

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R- CROSS EXHIBIT NO. 1

Witness _____
Date 12/19/05 Page One 40

RESPONDENT'S LAST EX

UNIVERSITY PRINTING COMPANY
CHICAGO, IL

NO. 15C

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CHICAGO APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
9-2-01	9-2-01	9-2-05	600 ⁰⁰	600

ADDITIONAL CHARGES AND FEES

Late Charge \$	Returned Check Charge \$	Relisting Charge \$	Parking Fee \$	Laundry Room Fee \$
Social Security No.		Storage Fee \$		

*IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

(Owner or agent authorized to manage the Apartment and to act for or on behalf of the Owner for the purpose of service of process and for the purpose of receiving and accepting for notices and demands.)

TENANT
TENANT • ORLANDO WOOTEN
APARTMENT • 9625 S. HALSTED 2 FL
BUILDING • CH. DR 6062P
CITY

LESSOR
NAME • CARON WOOTEN
ADDRESS • PO BOX 44
CITY • CHICAGO 60609
PHONE

In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease) Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term.

TENANT(S)

SIGNATURES

LESSOR(S)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LEASE AGREEMENTS AND COVENANTS

RENT: Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in force. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.

POSSESSION: At the commencement of this Lease, Lessor shall deliver possession of the Apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor cannot deliver possession of the Apartment to Tenant on the date set for commencement of the term, this Lease shall remain in full force and effect with rent abated until such time as the Apartment is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Apartment or, upon written notice to Lessor, elects to terminate this Lease.

APPLICATION: The application for this Lease and all representations and promises contained herein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in application is true. If such information is false, Lessor may at Lessor's option terminate this Lease giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.

PROMISES OF THE PARTIES: The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

SECURITY DEPOSIT: Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant for this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.

Tenant shall give Tenant written notice of the application of the Security Deposit or any part thereof not more than 30 days of said application. If the application is on account of maintenance, repairs or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, a copy of the estimate or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Apartment in accordance with Paragraph 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law.

A Security Deposit shall not be deemed, construed or allocated by Tenant as payment of rent for any month of the lease term.

6. LESSOR TO MAINTAIN:

- Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except (1) those contained in this Lease, the application, or other writing in writing signed by Lessor and (2) those provided under applicable law.
- Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 30 days from the commencement of the term hereof.
- Lessor covenants that at all times during the term hereof, Lessor shall maintain the Apartment and the Building in the following minimum standards:
 - Effective weather protection, including unbroken windows and doors.
 - Plumbing facilities in good working order.
 - A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system.
 - Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Lessor, produce heat (and, if furnished, air conditioning and ventilation) in sufficient quantities (and not exhaust) within reasonable, applicable standards and during reasonable hours of the day, week, month, or season, as determined by municipal code.
 - Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition.
 - Building, grounds and areas under the control of Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin.
 - Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and good repair.
 - Floors, stairways, and railings and common areas in good repair.
 - Apartment doors, walls and ceilings in good repair and safe condition; and
 - Chimneys (if existing) in good repair and safe condition.
- It is hereby understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, insect infestation, and numerous factors causing decay or breakdown. Beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available, Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that breakdowns or component or structure caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent, (2) Tenant's unreasonable refusal of or interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions, (3) lack of reasonable opportunity for Lessor to correct defective conditions, (4) conditions beyond Lessor's reasonable control including strikes or lockouts, or (5) Lessor's not having actual knowledge of such defective conditions may be asserted by Lessor as a defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building.